

# **CALHOUN COUNTY SUBMITTING BIDS/PROPOSALS INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County **must follow these 3 steps**:

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **910.13**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and update to current information.

2. **Download the bid document** by accessing the following link:

[http://www.calhouncountymi.gov/government/administrative\\_services/bid\\_opportunities](http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities)

3. **Register your intent to bid** on this project at the site of the above link. (Registration of intent does not need to occur at the time of the document download.) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

**VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY  
UPON RECEIPT OF THIS SOLICITATION**

**CALHOUN COUNTY  
REQUEST FOR BIDS  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269) 781-0981**

**ISSUE DATE:** *THURSDAY, OCTOBER 23, 2014*

**DUE DATE:** *THURSDAY, NOVEMBER 6, 2014*

**PROJECT:** *ELEVATOR MAINTENANCE - RFB#127-14*

This Request for Bids with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

**1.1 BID SUBMISSION:**

Bids must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

**CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068**

All bids received shall be notated as such on the outside of the envelope:

**BID:** *ELEVATOR MAINTENANCE - RFB#127-14*

**DUE DATE:** *THURSDAY, NOVEMBER 6, 2014; 3:00 PM (LOCAL TIME)*

## 1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

## 1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_

\_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_

1.3.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_

All of the members of which are as follows:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

#### 1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

#### 1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

#### 1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

## 1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## 1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)."
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 TAXES

Except as may be otherwise provided in the RFB, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

## 1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- 1.11.4 Each person signing the Bid certifies that he/she is authorized to bind the contractor to its provisions.

## 1.12 DISCLOSURE

1.12.1 All information in Bids received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

## 1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original Bid. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous Bid may be recommended for award. In the event only one Bid is received, the County may require that the offeror submit a cost Bid in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose Bid is most advantageous to the County.

## 1.14 CONTRACT

The contract shall be based upon the Request for Bid issued by the County and the offer submitted by the Contractor in response to the Request for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

## 1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFB), all documents necessary to the successful execution of the contract.

- 1.15.1 The contract will be awarded to the most responsible bidder whose bid conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.15.2 The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in Bids or bidding procedures, and to accept any bid determined by the County to be in the best interests of the County, even though not the lowest bid.
- 1.15.3 The County reserves the right to postpone the bid opening for its own convenience.
- 1.15.4 The County reserves the right to reissue the request for bid.
- 1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

#### 1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

#### 1.17 INDEPENDENT CONTRACTOR

- 1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.
- 1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.



1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

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1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFB shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.22 LENGTH OF CONTRACT

The term of the contract shall be for a **THREE (3) YEAR** term, commencing **January 1, 2015** and terminating on **December 31, 2018**. This contract may be extended for **two (2)** additional terms of **12 months** each, at the discretion of the County upon mutual consent of both parties. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

### 1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

### 1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

## **PART II - GENERAL PROVISIONS**

### **2.1 SUBMISSION OF BIDS**

- 2.1.1 One original and ***THREE (3)*** copies of each bid should be submitted on the forms and in the format specified in the RFB. The original copy of the bid should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of bid copies, as well as additions to the bid such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFB. The County will not provide any reimbursement for the cost of developing or presenting bids in response to this RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s bid. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFB. No other distribution of RFB is to be made by this bidder. The bid must be signed in ink by an official authorized to bind the contractor to its provisions. Bids must remain valid for at least ninety (90) days from the opening date.

### **2.2 PREPARATION OF BIDS**

- 2.2.1 The bid shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The bid shall be legally signed and the complete address of the bidder provided thereon.

### **2.3 ACCEPTANCE OF RFB CONTENT**

It is the responsibility of all offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date. The contents of this RFB and the bidder's bid will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

## 2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Bid (RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid. Any information given to a prospective bidder concerning the RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFB if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFB must be submitted in writing to the issuing office via E-MAIL/FAX by **October 29, 2014** . All questions and answers will be transmitted via E-MAIL/FAX to all potential bidders by **October 31, 2014** . Any correspondence related to a solicitation should refer to the appropriate Request for Bid number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office  
Purchasing Division  
315 West Green Street  
Marshall, Michigan 49068  
CONTACT: Leslie R. Obrig  
FAX: (269) 781-0140  
E-MAIL: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

## 2.5 RESPONSIVE BID

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bidding procedures, and to accept any bid determined by the County to be in the best interests of the County, even though not the lowest bid. **Bids shall remain vital for ninety (90) days from opening.**

## 2.6 LATE BIDS

Any bids received at the office herein designated after the exact time specified for receipt will not be considered.

## 2.7 ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFB, may be considered non-responsive and at the option of the County, result in the rejection of the bid. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

## 2.8 WITHDRAWAL OF BID

Bids may be withdrawn prior to the exact time set for receipt of bids in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid documents.

## 2.9 REFERENCES

Bidders are to provide the County with four (4) references of companies or agencies for which your company has performed work of similar scope. Please include the name and telephone number of a contact person for each reference.

## PART III - TECHNICAL SPECIFICATIONS

### 3.1 INTRODUCTION

The Calhoun County Purchasing Department is seeking bids from qualified contractors to perform regularly scheduled **monthly** maintenance and inspection services for elevators located in County facilities. The elevators are comprised of: ten (10) elevators and one (1) ADA porch lift, located at four (4) County operated facilities as detailed below:

<b>County Building</b> <b>315 West Green St</b> <b>Marshall, MI 49068</b>	one (1) Hydraulic Passenger 2,500# - Detroit (1956 w/mech. upgrade 1999)  one (1) ADA porch lift (1999)
<b>Calhoun County Jail</b> <b>212 South Grand St</b> <b>Marshall, MI 49068</b>	one (1) Hydraulic Passenger 3,000# - Houghton (1956)
<b>Calhoun County Justice Center</b> <b>161 East Michigan Ave</b> <b>Battle Creek, MI 49014</b>	two (2) Hydraulic Passenger #1 & #2 Serial No.#E-D3527 / 28 - Dover (1994)  two (2) Hydraulic Passenger #3 & #4 Serial No.#E-D3529 / 30 - Dover (1994)  one (1) Hydraulic Passenger #5 Serial No.#E-D3531 - Dover (1994)
<b>Toeller Building</b> <b>190 East Michigan Ave</b> <b>Battle Creek, MI 49014</b>	two (2) Hydraulic Passenger 2,500# - Detroit (1976)  one (1) Hydraulic Freight 2,500# - Detroit (1976)

The term of this agreement will be for **(3) three years, with the possibility of 2 - 1 year extensions**, upon mutual agreement of both parties (see Sec. 1.22). Bidders are required to provide maintenance on **all** listed elevator units and facilities to be considered.

It should be noted that the County Jail located in Marshall is slated to be demolished; however, at the time of this RFB, a specific timeline for demolition has not been set. Demolition is estimated at within 18 months. Bidders should bid on the maintenance of the elevator located in the jail for the complete 3-year term. The awarded bidder will be required to adjust their bid based upon the

deletion of this elevator during the 3-year term of the agreement.

### 3.2 INSPECTION OF THE AREAS

All bidders shall visibly inspect the work areas in order to become familiar with the scope of the work contemplated. Submission of a bid will be deemed conclusive evidence that such an inspection has been made or that such inspection is waived and submission of a bid shall constitute a waiver by each bidder of all claims or error in the bid, withdrawal of bid, or payment of extras or a combination thereof or any revision thereof. Inspection should take place prior to the deadline to submit questions (see Sec. 2.4).

Appointments to inspect the elevator equipment and work area can be arranged by calling:

**County Building & County Jail**  
315 West Green Street  
Marshall, MI 49068  
Curtis Smyers, Admin. Serv. Mgr.  
(269) 781-0771

**Calhoun Co. Justice/Correctional Center**  
161 East Michigan Avenue  
Battle Creek, MI 49014-4066  
**Toeller Building**  
190 E. Michigan Ave.  
Battle Creek, MI 49016  
Bob Lawton, Building Supervisor

### 3.3 SCOPE OF WORK

The work required of the contractor consists of the provision of all labor, material, equipment, schematics, and incidentals as required to maintain the elevators on a regularly scheduled **monthly** basis, as listed above, their related systems and equipment in proper condition, as well as their hoistways and elevator equipment in a clean and well ordered condition. The work shall include regular **monthly** examination, adjustment, lubrication and replacement of elevator parts due to normal wear and tear (except for the items listed in Section 3.5), using trained personnel.

- 3.3.1 The contractor will replace or repair the following: elevator pump, motor, plunger, plunger packing, V-belts, strainers, valves, regulators, contacts, timers, coils, magnet frames and control wiring, elevator machine, motor, motor generator, control parts, also including mechanical parts, gears, worms, bearings, thrust bearings, brake, brake linings, magnetic frames, coils, resistors for motor and operating circuits, controller, selector, solid state components and relays.
- 3.3.2 The contractor shall renew all wire ropes as often as necessary to maintain an adequate factor of safety; to check the tension on all hoist ropes, and repair or replace traveling cables when necessary.
- 3.3.3 The following accessory equipment shall be examined, lubricated, adjusted, repaired and/or replaced by the contractor: door operator, car and hoistway door hangers,

tracks, interlocks, and door protective devices; elevator care guide shoes, gibs or rollers, when it is necessary to insure smooth and quiet operation.

- 3.3.4 Bidders shall not omit any equipment maintenance, part, repair or replacement which is normally considered to be standard, even though such item or detail is not mentioned in the specifications.
- 3.3.5 The contractor will be responsible for periodically examining and testing the hydraulic system and/or governor, safeties and buffers on the equipment as outlined in the American National Standard Safety Code for elevators, A.N.S.I. A17.1, per the most current revision as of the date of this agreement and ensuring that the elevators are in such a state that they pass all licensing requirements.
- 3.3.6 In addition to the routine maintenance of these elevator systems, the contractor shall respond immediately by telephone, and be at the affected facility within two hours of all emergency calls for service (determined by the County) and within twenty four hours, or mutually agreed upon time, of request for service calls placed by authorized County personnel. The contractor shall perform the repairs as required to return the elevator to normal service as expeditiously as possible. Provide an outline of your firm's service call process and approximated timeline for response.
- 3.3.7 The above work shall be performed during normal work hours of the elevator maintenance and repair industry, with no overtime to be paid unless emergency repairs are requested by the designated County representative (list to be provided to successful bidder). Any work performed outside of the normal working hours must be pre-approved by the designated County representative in order to be paid at an overtime rate. After each service call is completed, either routine or requested by County, a contractor's report describing the work accomplished and hours expended will be signed by, and left with, the County representative.

### 3.4 QUALIFICATIONS

The contractor shall be a regular installer and maintainer of elevators with a valid State of Michigan license to perform such work. The contractor shall allow only State of Michigan licensed and qualified persons, who are trained in repairs for the equipment to be worked on, to provide maintenance services to County elevator equipment. Bidders shall submit proof of State of Michigan licensing with their bid response.

### 3.5 PRICING

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Pricing as submitted by proposers on *Attachments C-1 through C-3* shall be firm-fixed pricing for the duration of the awarded three-year agreement. The remaining two option years may be exercised at the discretion of the County and will be contingent upon the mutual agreement as to the compensation under the terms of the contract. Increases in the



contract amount for option years may not exceed the percentage amount established by the Consumer Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics. The County will provide 90 days written notice to the contractor of its intent to exercise available option years.

### 3.6 EXCLUSIONS

The contractor shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. The contractor shall not be responsible for covering the cost of repairs due to vandalism, negligence or misuse of the equipment.

### 3.7 BID EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the Bids received in response to this Request for Bid. The bid selected will be that response deemed most advantageous to Calhoun County, based on the following criteria:

- 3.7.1 Pricing
- 3.7.2 Experience
- 3.7.3 References

### 3.8 CONTENTS OF BID

Bids shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this Request for Bid.

Additionally, bid responses shall include:

- 3.8.1 certificate of insurance (*Sec. 1.8*)
- 3.8.2 State of Michigan license to perform elevator maintenance. (*Sec. 3.4*)
- 3.8.3 complete list of references (*Sec. 2.9*).

### 3.9 ATTACHMENTS

The following attachments shall be completed and submitted with response.

- 3.9.1 Non-Collusion Affidavit (*Attachment A*)
- 3.9.2 Certificate of Authorization for Contract Execution (*Attachment B*)
- 3.9.3 Proposed Price Sheets (*Attachment C-1 through C-3*)  
***No other form of pricing will be accepted by the County.***

3.10 RESPONSE TO RFB

Sealed bid packets must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Purchasing Division of their bids notwithstanding delays resulting from postal handling or any other reasons.

**LATE BID PACKETS WILL NOT BE CONSIDERED**

## ***ATTACHMENT A***

### **NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

## ***ATTACHMENT B***

### **CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
(Official Corporate Title )

the corporation named contractor herein: that \_\_\_\_\_ who signed the  
foregoing bid on behalf of said corporation was then \_\_\_\_\_ of said  
corporation; that said bid was duly signed for on behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

***ATTACHMENT C-1***

**PRICE SHEET**  
**COUNTY BUILDING / COUNTY JAIL**  
**ELEVATOR MAINTENANCE - RFB#127-14**

TO: COUNTY OF CALHOUN, MICHIGAN

BID BY: \_\_\_\_\_

(Name of bidder)

The above named vendor does hereby offer to perform such services and/or supply said products for the County of Calhoun, of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in this document, and at the price hereinafter stated:

**YEAR 2015**

**Annual Maintenance** \$ \_\_\_\_\_

\_\_\_\_\_  
(amount in words)

**Hourly Rate\*:** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Hourly O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**YEAR 2016**

**Annual Maintenance** \$ \_\_\_\_\_

\_\_\_\_\_  
(amount in words)

**Hourly Rate\*** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Hourly O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**YEAR 2017**

**Annual  
Maintenance**    \$ \_\_\_\_\_

\_\_\_\_\_  
(amount in words)

**Hourly  
Rate\***            \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Hourly  
O/T Rate\*\***    \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Mileage / Travel Charges** \_\_\_\_\_ (Per mile)

\*Hourly rate for repairs not covered under normal maintenance/repair agreement

\*\*Overtime hourly rate for repairs requested by County outside normal business hours

SIGNATURE: \_\_\_\_\_

NAME (type or print) : \_\_\_\_\_

TITLE : \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE : \_\_\_\_\_

***ATTACHMENT C-2***

**PRICE SHEET**  
**TOELLER BUILDING**  
ELEVATOR MAINTENANCE - RFB#127-14

TO: COUNTY OF CALHOUN, MICHIGAN

BID BY: \_\_\_\_\_  
(Name of bidder)

The above named vendor does hereby offer to perform such services and/or supply said products for the County of Calhoun, of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in this document, and at the price hereinafter stated:

**YEAR 2015**

**Annual Maintenance** \$ \_\_\_\_\_  
\_\_\_\_\_  
(amount in words)

**Hourly Rate\*:** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**Hourly O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**YEAR 2016**

**Annual Maintenance** \$ \_\_\_\_\_  
\_\_\_\_\_  
(amount in words)

**Hourly Rate\*** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**Hourly O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**YEAR 2017**

**Annual  
Maintenance** \$ \_\_\_\_\_

\_\_\_\_\_  
(amount in words)

**Hourly  
Rate\*** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Hourly  
O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Mileage / Travel Charges** \_\_\_\_\_ (Per mile)

\*Hourly rate for repairs not covered under normal maintenance/repair agreement

\*\*Overtime hourly rate for repairs requested by County outside normal business hours

SIGNATURE: \_\_\_\_\_

NAME (type or print) : \_\_\_\_\_

TITLE : \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE : \_\_\_\_\_



***ATTACHMENT C-3***

**PRICE SHEET**  
**JUSTICE CENTER COMPLEX**  
**ELEVATOR MAINTENANCE - RFB#127-14**

TO: COUNTY OF CALHOUN, MICHIGAN

BID BY: \_\_\_\_\_  
(Name of bidder)

The above named vendor does hereby offer to perform such services and/or supply said products for the County of Calhoun, of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in this document, and at the price hereinafter stated:

**YEAR 2015**

**Annual Maintenance** \$ \_\_\_\_\_  
\_\_\_\_\_  
(amount in words)

**Hourly Rate\*:** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**Hourly O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**YEAR 2016**

**Annual Maintenance** \$ \_\_\_\_\_  
\_\_\_\_\_  
(amount in words)

**Hourly Rate\*** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**Hourly O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour  
\_\_\_\_\_  
(amount in words)

**YEAR 2017**

**Annual  
Maintenance** \$ \_\_\_\_\_

\_\_\_\_\_  
(amount in words)

**Hourly  
Rate\*** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Hourly  
O/T Rate\*\*** \$ \_\_\_\_\_ Per Hour

\_\_\_\_\_  
(amount in words)

**Mileage / Travel Charges** \_\_\_\_\_ (Per mile)

\*Hourly rate for repairs not covered under normal maintenance/repair agreement

\*\*Overtime hourly rate for repairs requested by County outside normal business hours

SIGNATURE: \_\_\_\_\_

NAME (type or print) : \_\_\_\_\_

TITLE : \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE : \_\_\_\_\_

*(Blank sheet)*